

EXHIBIT “A”

Gerald S. Freid

03/09/05

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1 Q. Okay.

2 A. And I believe that whatever it suited
3 them, which is called self-interest which I don't
4 knock, I believe that's what they did.

5 Q. Okay. Well, CBW brought The Pointe Group
6 a great deal, correct?

7 A. Not -- I would say that's not correct.

8 Q. And why do you say that?

9 A. Because I'm sitting here today. A great
10 deal was us not being responsible for any money when
11 the sellers left that table.

12 Q. Okay, but in terms of the Epoch
13 proposal, CBW brought you a great deal, correct?

14 A. And I'd have to tell you again that if it
15 meant or means us having or the sellers having to
16 come up with a million dollars at any point, it was
17 a horrible deal in my opinion.

18 Q. Okay. Well, the sellers did not come up
19 with a million dollars, correct?

20 A. That's correct.

21 Q. Okay, so let me ask you this: When you
22 went to the closing that day, and the closing
23 actually occurred, was it your belief that CBW had
24 brought you a great deal?

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1 A. Until I learned that they were not paid
2 their commission out of the proceeds, I believe they
3 had done a very good job.

4 Q. Okay, so when you went to the closing that
5 day you were very satisfied with everything CBW had
6 done, correct?

7 A. That's correct.

8 Q. And you're not aware of any act or
9 omission, or failure to act, that to you indicated
10 that CBW was aligned with Key Bank against The
11 Pointe Group?

12 A. During the entire transactions of working
13 with them over a year, I can't say that at some
14 point in time they didn't align themselves with
15 Key Bank or with the sell -- or with the buyer
16 against the seller at some point. I can't say that
17 and I don't know that to be true.

18 Q. But my question is a little different.
19 I'm asking you whether you know of something.

20 A. No, I don't know of anything.

21 Q. Did CBW services benefit The Pointe
22 Group?

23 A. I'd have to say, no.

24 Q. And why is that?

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1 A. Again, I'm sitting here today.

2 Q. Well, let me ask it a different way then.
3 When you went to the closing on the morning of
4 September 30th, right?

5 A. Yes.

6 Q. At that point in time did you believe that
7 CBW's services had benefited The Pointe Group?

8 A. No.

9 Q. And why is that?

10 A. Because The Pointe Group earns money by
11 revenue of managing nursing homes and now they were
12 no longer managing two nursing homes. So by them
13 not getting us refinanced or us maintaining
14 ownership, the sellers maintaining ownership of the
15 units, The Pointe Group lost because of that.

16 Q. Okay. Well, let me follow up on that a
17 little bit, okay? At any time during the
18 discussions about which offers had been made in the
19 spring of 2004, at any time after the offers had
20 come in did you ever say to anyone at CBW we don't
21 want to pursue any of these sale offers, we only
22 want to go the refinancing route?

23 MR. GORDON: Objection to form. I
24 don't know who "we" is.

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1 MS. HIGGINS: You don't know who "he"
2 is?

3 MR. GORDON: "We."

4 MS. HIGGINS: All right.

5 Q. Well, did you say that to anyone at CBW?

6 A. I was speaking from two different hats.
7 From the management company it would have benefitted
8 me to have a refinance done. But as my mother being
9 with the real estate company and knowing Key Bank
10 and being her advisor, the correct thing was to go
11 for the highest price to get whatever Key Bank would
12 release her from further obligations. So I had to
13 use my judgment, what benefited her was more
14 important than would have benefitted The Pointe
15 Group.

16 Q. Let me ask you this: Did you ever say to
17 Matt Caine or anyone at CBW, wearing my TPG hat, my
18 management company hat, I think we should do a
19 refinance, I don't want to bring a sale?

20 A. They brought no viable alternatives in
21 that form to the table.

22 Q. Do you have any information, any facts to
23 suggest that a refinance was viable at that point in
24 time, the fall of 2003, the spring of 2004?

42 (Pages 162 to 165)

EXHIBIT “B”

Matt Caine

From: Matt Caine [mcaine@cbwllc.com]
Sent: Friday, June 04, 2004 5:43 PM
To: BARRY8900@aol.com; gf47@aol.com; FRANKB2627@aol.com; 'Stephen Gordon'
Cc: 'Ed Casas'; 'Matt Caine'; 'Matt Ryan'
Subject: The Pointe Group - CBW Follow Up

All,

We wanted to circulate the following email such that all parties involved are working in a consistent manner to complete a transaction as The Pointe Group desires. We appreciate everyone taking the time to join the call and providing valuable input. The positive comments from Steve, Barry and Frank regarding CBW's performance and contributions to date were appreciated. Going forward, TPG and CBW have agreed to the following rules of engagement to complete this transaction:

1. Frank Barker will provide to both Matt Caine and Matt Ryan via email daily written status reports as it relates to Epoch interaction and deliverables.
2. TPG, Steve Gordon and CBW will hold bi-weekly conference calls on Tuesdays and Thursdays (the first such call will be Tuesday, June 8th at 4:30p EDT using the following dial-in 1-800-531-3250; ID 4390835#) of each week to discuss the status of the Epoch transaction.
3. If CBW is contacted by Epoch, CBW will contact either Barry Freid, Gerry Freid or Frank Barker to have them participate in such requested discussions.
4. CBW will continue to make itself fully available to assist in due diligence support as requested by the principals of The Pointe Group.
5. Ed Casas will contact Key Bank to inquire as to any flexibility in negotiations regarding the net distributable proceeds of this transaction. Ed will communicate his findings back to Steve Gordon.

If there are any questions or desire for further communications, please share them with either Ed Casas, Matt Caine or Matt Ryan. We, again, appreciate your time today and look forward to continuing to work together.

Thanks.
Matt

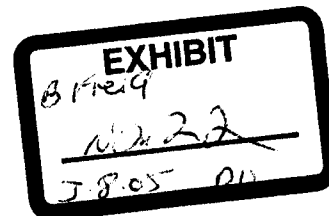


EXHIBIT “C”

Matt Caine

From: Matt Caine [mcaine@cbwllc.com]
Sent: Thursday, July 15, 2004 3:41 PM
To: 'mryan@cbwllc.com'
Subject: FW: The Pointe Group - request

Fyi.

-----Original Message-----

From: Gerry Benjamin [mailto:gbenjamin@cbwllc.com]
Sent: Thursday, July 15, 2004 2:04 PM
To: mcaine@cbwllc.com
Subject: FW: The Pointe Group - request

Gerry Benjamin
Casas, Benjamin & White, LLC
404.816.0049 x205

-----Original Message-----

From: Ed Casas [mailto:ecasas@cbwllc.com]
Sent: Thursday, July 15, 2004 1:52 PM
To: gbenjamin@cbwllc.com
Subject: RE: The Pointe Group - request

I have the same sentiment but have been forcing myself to take the high road, I intend to ignore the sh#thead. They do not have a choice hear, I talked to Key this morning told him what our position was and have his blessing and commitment to cover our ass at the closing (i.e. no release on collateral until wire to CBW is evidenced)

Ed

From: Gerry Benjamin [mailto:gbenjamin@cbwllc.com]
Sent: Thursday, July 15, 2004 12:20 PM
To: Ed Casas
Subject: Fw: The Pointe Group - request

Ed

This guy is. A real prink. You may want to thank him for his ongoing support and for the priveledge of allowing us to attend the epoch meeting.

Regds,
Gerry

-----Original Message-----

From: mcaine@cbwllc.com
Date: Thu, 15 Jul 2004 11:58:12
To: gbenjamin@cbwllc.com
Subject: FW: The Pointe Group - request

Fyi from my good friend.

-----Original Message-----

From: Stephen Gordon [mailto:gordon@gordonhaley.com]
Sent: Thursday, July 15, 2004 12:39 PM
To: 'Matt Caine'; GF47@aol.com; BARRY8900@aol.com
Cc: 'Edward R. Casas'; 'Chris Meyers'; mryan@cbwllc.com
Subject: RE: The Pointe Group - request

Dear Matt:

While the main issue is that the Epoch deal cannot be done at the number you propose, I will let others respond to it. I am, however, personally offended by the request to add your expenses in attending Tuesday's meeting. Your attendance was entirely unnecessary to the transaction. The Pointe Group knew this. I knew that you would want be there. I persuaded The Pointe Group to permit you to attend, at your expense. I wish I hadn't. Small money. Speaks volumes about CBW, though.

Steve

Stephen F. Gordon
Gordon Haley LLP
101 Federal Street
Boston, MA 02110
Phone: 617-261-0100 Ext 28
Fax: 617-261-0789
gordon@gordonhaley.com

-----Original Message-----

From: Matt Caine [mailto:mcaine@cbwllc.com]
Sent: Thursday, July 15, 2004 12:09 PM
To: GF47@aol.com; BARRY8900@aol.com; 'Stephen Gordon'
Cc: 'Edward R. Casas'; 'Matt Caine'; 'Chris Meyers'; mryan@cbwllc.com
Subject: The Pointe Group - request

Gerry,

Per your request, we have submitted your modified fee proposal to the firm's Engagement Committee. In the spirit of cooperation, the firm's Engagement Committee has authorized me to accept a lump sum transaction fee of \$1,000,000, along with the reimbursement of our actual out-of-pocket expenses incurred (i.e including expenses incurred related to travel to and from the meeting on Tuesday, July 13, 2004), all payable in cash at closing. If this modification is not acceptable to the TPG Shareholders, then the terms as contained in our executed agreement dated September 4, 2003 shall remain in full force and effect. To the extent that you wish to accept these modified terms, please send me a confirming e-mail so that an amendment to our existing agreement may be prepared by our counsel. Of course, no modification to our existing agreement will become effective until a binding written amendment has been executed by all of the parties thereto.

I hope the TPG shareholders will acknowledge the highly unusual nature of the \$50,000 fee concession that our firm has authorized.

Regards,
Matt